

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

Plaintiff,

v.

1. JASON BO-ALAN BECKMAN,
a/k/a Bo Beckman,

2. GERALD JOSEPH DURAND,
a/k/a Jerry Durand, and

3. PATRICK JOSEPH KILEY,
a/k/a Pat Kiley,

Defendants.

INDICTMENT

CR 11-228 PAM/SER

(18 U.S.C. § 2)
(18 U.S.C. § 371)
(18 U.S.C. § 1341)
(18 U.S.C. § 1343)
(18 U.S.C. § 1957)

THE UNITED STATES GRAND JURY CHARGES THAT:

BACKGROUND

1. At all relevant times, the defendants - JASON BO-ALAN BECKMAN (BECKMAN), GERALD JOSEPH DURAND (DURAND), and PATRICK JOSEPH KILEY (KILEY) - were residents of the State of Minnesota.
2. At all relevant times, BECKMAN was licensed to sell securities in Minnesota.
3. At all relevant times, DURAND and KILEY were not licensed to sell securities in Minnesota.
4. During the relevant times, BECKMAN, DURAND, KILEY, TREVOR GILSON COOK (COOK), and CHRISTOPHER PETTENGILL (PETTENGILL) formed and/or conducted business through entities identified by the terms "Universal Brokerage Services" and/or the acronym "UBS." These entities include but are not limited to UBS

SCANNED

JUL 21 2011

U.S. DISTRICT COURT MPLS

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JUL 19 2011

FILED
RICHARD D. SLETTEN, CLERK
JUDGMENT ENTERED
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Diversified; UBS Diversified, LLC; UBS Diversified Growth, LLC; UBS Diversified FX Growth, LP; UBS Diversified FX Management, LLC; UBS Global Advisors, LLC; Universal Brokerage Services; Universal Brokerage FX; and Universal Brokerage FX Management, LLC; and Universal Brokerage FX Advisors, LLC.

These entities are hereafter referred to collectively as the "UBS Entities." These entities have no legitimate affiliation with the global financial services provider, UBS, AG.

5. During the relevant times, During the relevant times, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL formed and/or conducted business through entities identified by the term "Oxford." These entities include but are not limited to The Oxford Private Client Group, LLC; Oxford Global Advisors, LLC; Oxford Global Holdings; Oxford FX Advisors, LLC; Oxford FX Growth, LP; Oxford FX Management, LLC; Oxford Institutional Growth LP; Oxford Global Partners, LLC; Oxford Retirement Holdings, LLC; Oxford Global Partners; Oxford Capital Investments; Oxford Capital Holdings, LLC; The Oxford; The Oxford Group; Oxford Global Partners; Oxford Global Managed Futures Fund, LP; and Oxford Global FX LLC. These entities are hereafter referred to collectively as the "Oxford Entities."

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6. During the relevant times, the "UBS Entities" and the "Oxford Entities" primarily conducted business at a residence on Tiffany Court in Burnsville, Minnesota; the Van Dusen Mansion on LaSalle Avenue in Minneapolis, Minnesota; and a bank building on Thomas Center Drive in Eagan, Minnesota.
7. During the relevant times, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL used the services of multiple foreign currency trading firms, including but not limited to Trading Firm A located in Chicago, Illinois, and Crown Forex, SA, located in Switzerland.
8. During the relevant times, "Crown Forex, LLC" was an unregistered shell company unrelated to Crown Forex, SA.
9. During the relevant times, "Basel Group, LLC" was an unregistered shell company.

COUNTS 1-11

(Wire and Mail Fraud)

10. From in or about 2005 through in or about November 2009, in the State and District of Minnesota and elsewhere, the defendants,

JASON BO-ALAN BECKMAN,
a/k/a Bo Beckman,
GERALD JOSEPH DURAND,
a/k/a Jerry Durand, and
PATRICK JOSEPH KILEY,
a/k/a Pat Kiley,

along with COOK, PETTENGILL, and others known and unknown to

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the Grand Jury, each aiding and abetting the other, engaged in mail fraud and wire fraud by devising and intending to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises and concealment of material facts, and knowingly:

- a. transmitted and caused the transmission in interstate commerce, by means of wire communications, certain signals and sounds, for the purpose of executing such scheme and artifices, in violation of Title 18, United States Code, Sections 2 and 1343; and
- b. caused the sending, delivering, and moving by the United States Postal Service and interstate commercial carrier various mailings for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Sections 2 and 1341.

SCHEME AND ARTIFICE TO DEFRAUD

11. Between 2005 and in or about October 2007, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction, solicited investors for the UBS Entities' foreign currency trading program (Currency Program). Cook operated the Currency Program through various foreign currency trading firms including but not limited to Trading

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Firm A and Crown Forex, SA.

12. BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction, provided various descriptions to victim investors about how the Currency Program worked and made representations to victim investors concerning its performance, safety, and liquidity. Specifically, they, and others acting at their direction represented that the Currency Program earned a double-digit rate of return, typically between 10.5 and 12 percent annually; the Currency Program was safe such that investors could not lose their investment principal and could withdraw their investment assets at any time; and individual investor assets would not be commingled and would be held in segregated accounts. These representations were material and were false.
13. To gain investor trust and thereby secure and retain investor assets, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction, also made false representations and material omissions about their backgrounds qualifications and the backgrounds and qualifications of individuals acting at their direction. These representations were false and material and oftentimes omitted material facts. For example, BECKMAN falsely represented that Morningstar - a provider of independent investment research worldwide - had

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rated him among the top money managers nationwide, when, in reality, Morningstar had never entered such a rating. These representations were false and material and oftentimes omitted material facts.

14. BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction, caused the production and/or transmission of purported statements to victim investors and, for some victim investors, caused the transmission of purported investment return checks.
15. Victim investors relied on the lulling statements. These lulling statements gave the false appearance that the Currency Program was performing as promised and investor assets were held in individual, segregated accounts. Contrary to the representations made in the lulling statements, individual investor assets were commingled, were not always invested in the purported Currency Program, and were not performing as promised. In fact, the lulling statements were created, and lulling payments made, by simply applying the promised rate of return to the amount invested and did not reflect the actual investment assets and/or the actual return on those assets. These representations were false and material.
16. In or about October 2007, the global financial services firm named UBS, AG, filed a trademark infringement lawsuit against

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DURAND, KILEY, COOK, PETTENGILL, and others for using the name UBS. As a result, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, stopped soliciting Currency Program investors under entities with the name "Universal Brokerage Services" or the acronym "UBS" and began operating under the names Oxford Global Advisors, and Universal Brokerage FX (UBFX), among others, in or about October 2007. BECKMAN, DURAND, KILEY, COOK, and PETTENGILL were principal agents of the Oxford Entities and/or the UBFX and signatories on various bank accounts and foreign currency trading accounts that were used to operate the Currency Program.

17. BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction, trained and supervised Currency Program sales agents and continued to solicit victim investors through telemarketing, media spots, investor seminars, personal meetings, word-of-mouth, and other means.
18. Likewise, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction in soliciting investors, continued to make false representations and affirmative omissions concerning their own personal backgrounds and qualifications and the personal backgrounds and qualifications of the individuals acting at

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their direction. These false representations and omissions were material.

19. Not all assets that victim investors provided for the purpose of investing in the Currency Program were actually invested. In fact, a substantial percentage of victim investor assets, millions of dollars, were not invested in any foreign currency but were diverted to pay for:

- a. compensation, personal expenses, and investments of BECKMAN, DURAND, KILEY, COOK, and PETTENGILL;
- b. lulling payments to victim investors, meaning payments that purported to be return on victim investors' investments; and
- c. the expenses of operating the Oxford/UBS entities.

20. Some victim investor assets were actually invested through foreign currency trading firms. Contrary to the representations made to victim investors, however, the foreign currency trading conducted through these trading firms, including but not limited to Trading Firm A, and was not of a low- to no-risk nature. Rather, the foreign currency trading actually conducted was high risk, volatile, and oftentimes resulted in significant losses to investor assets. Victim investors were not told of the risks and losses associated with the investment actually entered. These affirmative

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omissions were material.

21. In March 2008, BECKMAN retained attorneys and, later, certified public accountants, to purportedly examine the Currency Program in support of his bid to purchase an ownership interest in a professional sports team. As a result, and on or about July 31, 2008, BECKMAN was expressly advised that the Currency Program was "riddled with illegalities [] [including] illegal sale of unregistered securities, inadequate or misleading disclosure to [investors], both about the products and about the fees, and transactions by unlicensed persons and entities"; that the Currency Program needed to be discontinued; and that investors' assets needed to be recovered. Yet, at no time did BECKMAN, reveal this to investors. To the contrary, BECKMAN continued to participate in efforts to raise investor funds.
22. Within the same time period, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL also learned that one of the foreign currency trading firms - Crown Forex, SA, in Switzerland - was in dire financial condition. Specifically, they learned that Crown Forex, SA, was "illiquid"; had a \$14 million deficit in investor assets; and the "Management of [Crown Forex, SA, did] not have the company under control from a financial point of view." Although these facts plainly put at risk victim

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investors' assets - amounts previously sent to Crown Forex, SA, and to later be sent to Crown Forex, SA - BECKMAN, DURAND, KILEY, COOK, and PETTENGILL concealed this information.

23. Instead, BECKMAN, DURAND, KILEY, COOK and PETTENGILL attempted to provide Crown Forex, SA, with millions of investor dollars for the purpose of "salvaging" investors' investment in Crown Forex, SA. To do this, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL arranged to provide Crown Forex, SA, with approximately \$4 million in a transaction that purported to provide the Oxford Entities control over the majority of Crown Forex, SA's operations. DURAND, COOK, and PETTENGILL also negotiated with other, separate Crown Forex, SA, investors to avoid public disclosure of Crown Forex, SA's dire financial condition.
24. Despite this information, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction, continued to solicit victim investors for the Currency Program; continued to make the same false representations concerning the performance, safety, liquidity and conducting of the investment; and continued to send investor funds to Crown Forex, SA (as well as other foreign currency trading firms).
25. BECKMAN, DURAND, KILEY, COOK, and PETTENGILL did not disclose

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and affirmatively concealed from victim investors:

- a. Crown Forex, SA's dire financial condition;
- b. the need to capitalize Crown Forex SA, to keep it afloat;
and
- c. the attempts to keep other Crown Forex, SA, investors -
those not affiliated with the Oxford/UBS Entities - quiet
regarding these separate investors' significant problems
with Crown Forex, SA.

These omissions were material.

- 26. By July 31, 2008, Oxford/UBS Entities' investors had entrusted approximately \$117 million in investor assets to BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction.
- 27. In the summer of 2008 and as a result of concerns about COOK's operation of the Currency Program and his handling of investor assets, DURAND and PETTENGILL discontinued the majority of their direct solicitations of investors for the Currency Program conducted by COOK but did not disclose and affirmatively concealed their significant concerns from victim investors. They also failed to disclose and affirmatively concealed the material information they knew concerning Currency Program's safety and performance; the dire financial condition of Crown Forex, SA; and their efforts to salvage

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Crown Forex, SA's operations. From August 2008 through July 2009, DURAND AND PETTENGILL obtained payments from the Oxford/UBS Entities and/or Cook of at least \$625,000.00

28. During the same time period, BECKMAN, KILEY, and COOK began telling victim investors to make their investment checks payable to "Crown" or "Crown Forex" and/or to wire their investment funds to a bank account held in the name of Crown Forex, LLC. This Minnesota bank account in the name of Crown Forex, LLC, was not, however, an account for Crown Forex, SA, of Switzerland, and had been opened on or about June 16, 2008. The bank account was instead a ruse to give investors the false impression that their investment assets were being sent directly to Crown Forex, SA, in Switzerland for investment in the Currency Program and were not custodied by the Oxford/UBS Entities. This practice of advising investors regarding their purported deposits to Crown Forex, SA, continued even once BECKMAN, KILEY, and COOK, were noticed:

- a. in or before March of 2009, that a Swiss regulatory authority was investigating Crown Forex, SA, such that no new investor assets would be accepted and existing assets could not be withdrawn; and
- b. in approximately May of 2009, that Crown Forex, SA was in bankruptcy proceedings.

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The substantial majority of victim investor assets deposited into the Crown Forex, LLC, bank account were not sent to Crown Forex, SA, in Switzerland.

29. Throughout this time period - August 2008 through July 2009 - BECKMAN, KILEY, and COOK, directly and through others acting at their direction, caused the transmission of lulling statements and checks. Although these statements were now in the name of Crown Forex, SA, or CGI (Crown Group Inc.), these statements continued to misrepresent the actual amount of investor assets actually directed to the Currency Program, the actual rate of return on those investments, and the commingling of individual investors' funds. These representations were false and were material.
30. Between August 2008 and July 2009, victim investors entrusted approximately \$74 million in new assets to BECKMAN, KILEY, and COOK, directly and through others acting at their direction, for investment in the Currency Program.
31. During the time period of 2005 through July 2009, BECKMAN, DURAND, KILEY, COOK, and PETTENGILL, directly and through others acting at their direction, secured approximately \$194 million in investor assets for purported investment in the Currency Program. Of this, only approximately \$109 million was actually sent to currency trading firms including Trading

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Firm A, Crown Forex, SA, and other currency trading firms within and outside the United States; approximately \$52 million was paid to victim investors in the form of lulling payments that purported to represent investors' return on their Currency Program investments and any withdrawals of investment assets; approximately \$68 million was lost in higher-risk trading; and approximately \$30 million funded the business and personal expenses and investments of BECKMAN, DURAND, KILEY, COOK, and PETTENGILL.

WIRES

32. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendants,

JASON BO-ALAN BECKMAN,
a/k/a Bo Beckman,
GERALD JOSEPH DURAND,
a/k/a Jerry Durand, and
PATRICK JOSEPH KILEY,
a/k/a Pat Kiley,

along with Cook, Pettengill, and others known and unknown to the Grand Jury each aiding and abetting the other, for the purpose of executing the aforesaid scheme to defraud, did knowingly transmit and cause to be transmitted in interstate commerce, by means of wire communications, certain signals and sounds, as further described below:

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Count	On or About Date	Description of Wire
1	March 27, 2007	Interstate wire transfer of \$1,500,000.00 from account of victim investor R.M. to UBS Diversified Growth, LLC account at Wells Fargo Bank
2	March 13, 2008	Interstate wire transfer of \$1,000,000.00 from account of victim investor C.O. to Oxford Global Advisors account at Wells Fargo Bank
3	July 3, 2008	Interstate wire transfer of \$500,000.00 from account of victim investor A.Q. to Crown Forex, LLC, account at Associated Bank
4	September 24, 2008	Interstate wire transfer of \$30,000.00 from UBS Diversified Growth, LLC account at Wells Fargo Bank to account of victim investor L.H.
5	December 16, 2008	Interstate wire transfer of \$75,000.00 from UBS Diversified Growth, LLC account at Wells Fargo Bank to the personal account of DURAND at Wells Fargo Bank
6	December 23, 2008	Interstate wire transfer of \$687,500.00 from account of victim investor R.P. to account of Crown Forex, LLC, at Associated Bank
7	June 30, 2009	Interstate wire transfer of \$320,940.00 from account Entrust Midwest, LLC, to account of Crown Forex, LLC, at Associated Bank
8	July 1, 2009	Interstate wire transfer of \$75,000.00 from the account of victim investor B.G. to the account of Basel Group, LLC, at Associated Bank

All in violation of Title 18, United States Code, Sections 2 and 1343.

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MAILINGS

33. On or about the dates set forth below, in the State and District of Minnesota and elsewhere, defendants,

JASON BO-ALAN BECKMAN,
a/k/a Bo Beckman,
GERALD JOSEPH DURAND,
a/k/a Jerry Durand, and
PATRICK JOSEPH KILEY,
a/k/a Pat Kiley,

along with COOK, PETTENGILL, and others known and unknown to the Grand Jury, each aiding and abetting the other, for the purpose of executing the aforesaid scheme to defraud, did knowingly cause to be delivered by the United States mail and interstate commercial carrier, according to the direction thereon, the matters particularly set forth below:

Count	On or About Mailing Date	Description
9	March 15, 2007	UBS Entities letter to then-prospective investor T.H. and signed "Gerald Durand"
10	May 7, 2008	Five checks totaling \$117,512.29 sent by victim investors R.G. and P.G.
11	June 1, 2008	Oxford Global Advisors Currency Program account statement of R.P. and M.P. for the period ending June 1, 2008 and advising, "Please contact Bo Beckman or Chris Pettengill with questions."

All in violation of Title 18, United States Code, Sections 2 and

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1341.

COUNT 12

(Conspiracy to Commit Mail and Wire Fraud)

34. The grand jury re-alleges all the allegations contained in paragraphs 1 through 31 of this Indictment.
35. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, defendants,

JASON BO-ALAN BECKMAN,
a/k/a Bo Beckman,
GERALD JOSEPH DURAND,
a/k/a Jerry Durand, and
PATRICK JOSEPH KILEY,
a/k/a Pat Kiley,

along with COOK, PETTENGILL, and others known and unknown to the grand jury, did knowingly and willfully combine, conspire, and agree with each other and other persons known and unknown to the Grand Jury to commit offenses against the United States including mail fraud and wire fraud by executing a scheme and artifice to defraud and to obtain money and property, as described above in paragraphs 1 through 31 of this Indictment, by knowingly:

- a. transmitting and causing to be transmitted in interstate commerce, by means of wire communications, certain signals and sounds; and
- b. causing to be sent, delivered, and moved by the United States Postal Service and interstate commercial carrier.

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All in violation of Title 18, United States Code, Section 371.

OVERT ACTS

36. To effect the objects of the conspiracy and in furtherance of the conspiracy, BECKMAN, DURAND, KILEY, COOK, PETTENGILL, and other co-conspirators known and unknown to the Grand Jury, committed and caused to be committed the following overt acts in the District of Minnesota and elsewhere:
- a. On or about March 21, 2007, DURAND and PETTENGILL discussed the UBS Entities' Currency program with investors P.M. and J.M., stating and implying that the Currency Program was safe, not risky, and guaranteed;
 - b. On or about February 18, 2008, DURAND and COOK negotiated a "pledge agreement" with Crown Forex, SA, wherein Oxford Global Advisors agreed to provide \$4 million in exchange for control of Crown Forex, SA's operations and an exercisable option for part ownership in Crown Forex, SA.
 - c. On or about March 25, 2008, DURAND emailed COOK, stating:
"bullets for Pat [KILEY] # an opportunity to obtain ownership in a Private Swiss Bank # The Swiss Banking laws remain the safest and most stringent in the world # we have available a 20% equity participation the following terms 1st 5.0 million USD will receive 20% 2nd 5.0 million USD will receive 12% # the bank has pending

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commitment from middle east oil money of over 2.0 billion USD mostly Saudi # the return on investment in the next 3 years should exceed 40 times # unlimited asset management strategies will be available GOOD LUCK JD."

d. On or about May 15, 2008, DURAND emailed COOK regarding a meeting with a fund administrator in Switzerland and stated, in part, I "asked [S.S., CEO of Crown Forex, SA,] to go with me * * * [S.S., CEO of Crown Forex, SA,] was all set to go and at the last minute said he was going to Jordan for personal reasons...his whole attitude was like f**k y*u to me * * * I think they are f*****g us bad...I am aware that they are not letting us see the full picture....I think we need to string [S.S., CEO of Crown Forex, SA,] along as long as possible and get as much money back as we can and that might be the best we can hope for.....I don't believe we can ever trust [S.S., CEO of Crown Forex, SA,].."

e. On or about June 9, 2008, BECKMAN emailed DURAND, COOK, and PETTENGILL concerning his examination of the Currency Program operation and stated in an attachment to that email, in part, "We all need to be on the same page in order for us to handle this properly. We all know what needs to be done: I. Accounting for all investments into

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the 'fed funds' program via Oxford entities. II. Undo what has been done. III. Determine direction moving forward."

f. On or about June 27, 2008, DURAND emailed BECKMAN stating, "You should proof the newsletter that [G.W.] has put together....it has completely lost its credibility by having a cast of characters with titles and business relationships to Oxford that do not exist...WE (Chris [PETTENGILL], you and I) need to dictate this letter...I started it when you and I agreed to bring [G.W.] on for the Oxford....Trevor [COOK] has again bastardized it * *
* I have no problem coordinating this effort with [G.W.]...I will not be a party to continued bulls**t half-truths and outright lies and this issue has it all. Let me know when we can talk and resolve this..."

g. On or about July 21, 2008, PETTENGILL emailed COOK and BECKMAN and said he was "dodging bullets" from K.L., a former UBS/Oxford Entities sales agent, who PETTENGILL described as "not beyond going the extra mile in hosing us" if certain investors' assets were not returned; this email included a forwarded copy of the sales agent's email to PETTENGILL, which detailed alleged illegalities in the handling of the Currency Program to include

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commingling of investor assets;

- h. On or about August 7, 2008, BECKMAN responded by email to COOK and another Oxford Entities' associate concerning a Currency Program inquiry by the holder of the investment advisor license for the Oxford Private Client Group and stating, "Now the ship begins to sink. This is not good. I will needless to say take care of it, I just wanted you to know."
- i. On or about June 14, 2009, KILEY hosted a radio program, stating in part, "Welcome once again truth seekers around the world, American and international * * * And the information that I bring you on these broadcasts are the facts, documented and verified. I do not come to persuade you, but instead to warn you * * * Triple w dot Pat Kiley dot com. All broadcasts have been archived * * * If you're truly concerned about what's happening to your 401ks, your IRAs, etcetera, I'd have to say pay very close attention, because for 21 years, our firm has worked with various countries' currencies and their bank interest rates, and we are not connected in any way to stocks, bonds, real estate, etcetera, so we could care less if they go up or down, as we are totally detached and unaffected by them. In other words, our clients

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profit from chaos, and believe me there is plenty of it out there, and we've done this for companies and corporations, national and international for 22 years plus, but in the last five years, we opened it up to you, the private investor, with all of the corporate profits and returns, and our clients' funds are held in segregated accounts under your own name and fully liquid back to the client 24 hours a day, seven days a week. So for further free financial information, I would advise you to call that toll free number which is 1-800-344-3155, again that's 1-800-344-3155. And I've got to believe because of that call, you will have great piece of mind."

All in violation of Title 18, United States Code, Section 371.

COUNTS 13-18
(Money Laundering)

37. The grand jury re-alleges all the allegations contained in paragraphs 1 through 31 of this Indictment.
38. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendants identified below, aiding and abetting and aided and abetted by each other, COOK, PETTENGILL, and others known and unknown to the grand jury, did knowingly engage and attempt to engage in a monetary transaction by, through, or to a financial

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institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, namely those transactions identified below, using proceeds derived from a specified unlawful activity, that is wire and mail fraud as alleged in Counts 1 through 11:

Count	Defendant	On or About Date	Financial Transaction
13	GERALD JOSEPH DURAND a/k/a Jerry Durand	March 21, 2008	Wire transfer of \$400,000.00 from the Oxford FX Growth, LP bank account to the bank account of a movie production company
14	GERALD JOSEPH DURAND a/k/a Jerry Durand	August 26, 2008	Wire transfer of \$475,000.00 from the Wells Fargo bank account of Oxford Global Holdings, LLC to the Bremer bank account of Oxford Global Holdings, LLC
15	JASON BO-ALAN BECKMAN a/k/a Bo Beckman	November 17, 2008	Check #6059 for \$119,241.51 drawn on BECKMAN's personal Wells Fargo Bank account and payable to law firm
16	JASON BO-ALAN BECKMAN a/k/a Bo Beckman	June 19, 2009	Check #6345 for \$16,500.00 drawn on BECKMAN's personal Wells Fargo Bank account and payable to a construction company
17	PATRICK JOSEPH KILEY a/k/a Pat Kiley	July 13, 2009	Wire transfer of \$100,000.00 from the Basel Group, LLC, bank account at Associated Bank to an attorney

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18	GERALD JOSEPH DURAND a/k/a Jerry Durand	December 10, 2010	Exchange of 12,241 in Swiss francs for \$11,839 (U.S. dollars) at Wells Fargo Bank
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All in violation of Title 18, United States Code, Sections 1957 and 2.

FORFEITURE ALLEGATIONS

39. Counts 1 through 18 of this Indictment are hereby realleged and incorporated as if fully set forth herein by reference, for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), in conjunction with Title 28, United States Code, Section 2461(c).
40. As the result of the offenses alleged in Counts 1 through 11 of this Indictment, the defendants,

JASON BO-ALAN BECKMAN,
a/k/a Bo Beckman,
GERALD JOSEPH DURAND,
a/k/a Jerry Durand, and
PATRICK JOSEPH KILEY,
a/k/a Pat Kiley,

shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property constituting, or derived from, proceeds traceable to the violations alleged in Counts 1 through 11.

41. As a result of the offenses alleged in Counts 13 through 18 of

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this Indictment, the defendants,

JASON BO-ALAN BECKMAN,
a/k/a Bo Beckman,
GERALD JOSEPH DURAND,
a/k/a Jerry Durand, and
PATRICK JOSEPH KILEY,
a/k/a Pat Kiley,

shall forfeit to the United States pursuant to Title 18, United States Code, Section 982(a)(1), all property, real and personal, involved in said money laundering violations and all property traceable to such property, including the sum of money involved in each of Counts 13 through 18.

42. If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of said defendants up to the value of the above

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forfeitable property.

All in violation of Title 18, United States Code, Sections 2, 371, 981(a)(1)(C), 982(a)(1), 1341, 1343, 1957, and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON